

QUOTATION



6865 Commerce Blvd.
Canton, MI 48187

PREPARED FOR

Customer: City of Ann Arbor Public Services
Address: 4251 Stone School Rd.
Ann Arbor, MI 48108
ATTN: Scott Bowling
Award #:

REFERENCE

Effective From: Friday, May 31, 2019
Effective To: Monday, July 1, 2019
Quote #: 433499
Account Manager: Joe Wedesky
Direct Phone: (734) 756-0427
E-mail: jwedesky@frazaforklifts.com



2EP5000 - 5,000 lb. Capacity 80 Volt Electric 4-Wheel Pneumatic Tire Lift Truck

HIGHLIGHTS

Uncompromising Performance

- 80V Electrical System
- AC Drive and Hydraulic Control Systems
- 12.0 kW AC Drive Motor
- 18.5 kW AC Hydraulic Motor
- On-Demand Hydrostatic Power Steering
- Advanced Regenerative Braking
- 44.1" Wide ITA Class II Carriage
- Standard Tires:
 - Solid Pneumatic Tires, Front 23x9-10 (2EPC5000, 2EP5000)
 - Solid Pneumatic Tires, Front: 23x10-12 (2EPC6000, 2EP6000)
 - Solid Pneumatic Tires, Front: 315/45.12 (2EP6500)
 - Solid Pneumatic Tires, Rear: 18x7-8 (2EPC5000, 2EP5000, 2EP6000)
 - Solid Pneumatic Tires, Rear: 200/50-10 (2EPC6000, 2EP6500)

Designed for Maximum Runtime

- Highly Sealed Against Dust and Moisture
- Fully Enclosed Wet Disc Brakes
- Motors Sealed to IP54 Standards
- Saab Electrical Connectors Sealed to IP65 Standards
- Entire Truck Sealed to IP54 Standards
- 500 Hour Service Intervals

Superior Operator Comfort

- Tilt and Telescoping Fully Adjustable Steering Column
- Elongated Grab Bar
- Rubber Floor Mat
- Operator's Floating Cabin
- Clipboard / Paper Holder
- Ample Storage for Operator Work Tools
- Two Different Size Cup Holders
- Hydraulics Mounted on the Armrest
- Comfort Display (includes an automatic parking brake)

Increased Operator Awareness

- Premium Display Panel including:
 - 5-Level Performance Mode Selector





2EP5000 - 5,000 lb. Capacity 80 Volt Electric 4-Wheel Pneumatic Tire Lift Truck

- Drive / Steering Wheel Direction Indicator
- Battery Discharge Indicator (BDI) in % with Lift Interrupt
- Operating Hour Reading
- Clock
- Diagnostics and Error Display
- Programmable Service Interval Indicator
- Thermal Limit Indicators
- Brake Fluid Indicator
- Parking Brake Indicator
- Seat Switch Indicator
- Fault Indicator and History Folder

Added Operator Protection

- Overhead Guard (OHG)
- Open, Low-Access Step with Anti-Slip Plate
- Curve Control Speed Reduction System
- Anti-Rollback on Ramps and Slopes
- Automatically-Actuated Electromagnetic Parking Brake
- Electronic Backup Alarm

KEY FEATURES & BENEFITS

INNOVATIVE AC TECHNOLOGY	Our AC technology incorporates “in house” component design and has been perfected since 1996, providing increased performance, higher energy efficiency, longer run times and lower maintenance costs.
INDUSTRY LEADING ERGONOMIC DESIGN	Spacious operator compartment with 2 way adjustable steer column (tilt + telescoping), 3 way adjustable full suspension seat, 2 way adjustable armrest with hydraulic controls, and spacious storage areas help to make operators work at peak performance levels.
INFORMATIVE PREMIUM DISPLAY	Includes a steering wheel and travel direction indicator in order to help operators start with confidence, Battery Discharge Indicator to help operators gauge the runtime of the unit, and many other helpful indicators.
ENHANCED PERFORMANCE	Due to our advanced AC technology, our products allow for extended operation times per battery charge (up to 2 work shifts).
PERFORMANCE OPTIONS	Electro Hydraulic Steering and High Performance Package (travel + hydraulics) are available to enhance the operator experience and reduce energy consumption for longer operation times.

CONFIGURATION

CHASSIS	1	5,000 lb. Capacity 80 Volt Electric 4-Wheel Pneumatic Tire Lift Truck
MAST	1	185.0" MFH / 86.0" OAL / 62.0" FFH Triplex
FORKS	1	1.60" X 4.70" X 47" Hook Type - Pallet
BATTERY EXTRACTION	1	Rolling Battery Tray With Underside Lift Bar-Maint
SIDESHIFTER	1	44.1" Hook-On Sideshifter With Quick Disconnect Coupling
DRIVE & STEER TIRES	1	Solid Pneumatic Tires
CARRIAGE	1	Standard Carriage
LOAD BACKREST	1	48" High Load Backrest Extension
ADDITIONAL HYDRAULIC FUNCTIONS	1	1 Additional Hydraulic Function With Quick Disconnect Coupling 1X
HYDRAULIC ACTIVATION	1	3-Section Valve Included With Additional Hydraulic Function
OVERHEAD GUARD	1	Standard Overhead Guard
PRODUCTIVITY OPTIONS	1	Standard Performance
PRODUCTIVITY OPTIONS	1	Rear Grab Handle With Horn Button
SPECIAL APPLICATIONS OPTIONS	1	Glass Roof Window
WARNING / LIGHT OPTIONS	1	LED Front And Rear Lights With Plastic Lenses - OHG Mounted
WARNING / LIGHT OPTIONS	1	Strobe Light Flush With Overhead Guard
SEAT	1	Full Suspension Vinyl Seat
ACCESSORIES	1	Orange Seat Belt And Hip Restraint
LANGUAGE MARKINGS	1	English Language Markings North/South America



2EP5000 - 5,000 lb. Capacity 80 Volt Electric 4-Wheel Pneumatic Tire Lift Truck

1	Premium Industrial 80 Volt Battery With Single Point Watering System, Water Level Monitor And Direct Fill Link
1	Premium Industrial 80 Volt Opportunity Charger
1	Fire Extinguisher With Bracket

2EP5000 INVESTMENT SUMMARY

QTY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE	ACCEPTED
1	CAT 5,000 lb. Capacity 80 Volt Electric 4-Wheel Pneumatic Tire Lift Truck			
SPECIFIED INVESTMENT TOTAL:			\$44,467.00	

2EP5000 WARRANTY

2EP5000 Standard Warranty - 12 Months/2000 Hours Full Coverage; 24 Months, 4000 Hours Powertrain

BATTERY WEIGHT		COMPARTMENT DIMENSIONS			LEAD LENGTH	CONNECTOR		
MIN	MAX	LENGTH	WIDTH	HEIGHT		TYPE:		
LB:	3902	4436	IN:	33.66	40.47	30.87	16.00	Schaltbau 320
KG:	1770	2012	MM:	855	1028	784	406	COLOR: Black POSITION: B

ACCEPTANCE AS CONTRACT OF SALE

Authorized agent understands and agrees to the Terms and Conditions as included with this Quote

City of Ann Arbor Public Services

FRAZA

Authorized Agent Signature

Authorized Agent Signature

Date Signed

Date Signed

Printed name

Joe Wedesky
Printed name

Title/Position

Territory Manager
Title/Position

Customer Purchase Order Number

Please consult with your accountant, tax professional, or equivalent to confirm characterization of equipment and tax implications. Other financing options and terms may be available (including financing sales tax). Please consult with your product specialist representative for additional financing options.

TERMS & CONDITIONS

The following terms and conditions shall apply to all of Buyer's purchases of products from Fraza;

1. **PRICING AND SHIPPING.** All prices are for domestic shipment and delivery F.O.B. factory or point of shipment, as appropriate. Quoted prices are based upon Fraza's present cost structures, and are subject to increase by Fraza at any time prior to delivery, to the extent necessary to cover any of Fraza's increased costs. Quoted prices do not include reasonable and normal local preparation and delivery charges, which shall be Buyer's responsibility upon receipt of Fraza's invoice therefor. Shipping dates are approximate, and are based upon prompt receipt of all necessary shipping information. Risk or loss shall be borne by Buyer from the point of shipment. Buyer shall be responsible for all charges for transportation and delivery to final destination. Partial shipments are fully payable according to the terms of this agreement.

2. **TAXES.** All sales are subject to applicable federal, state, local and other taxes, unless Buyer provides Fraza with acceptable certification of exemption. Taxes and tax rates stated on the reverse of this page are only estimates. Buyer is liable for the full amount of all taxes applicable to any transaction,

exclusive of franchise taxes and other taxes measured by Fraza's net income. Fraza's payment of Buyer's taxes shall not constitute an assumption by Fraza of any responsibility for such taxes, and Buyer shall reimburse Fraza for any of Buyer's taxes which are paid by Fraza.

3. PAYMENT. Full payment for all products is due upon receipt of Fraza's invoice unless contrary arrangements are made in writing. All payments shall reference Fraza's invoice number and shall be mailed to Fraza at 6865 Commerce Blvd. Canton, MI 48187. Unless each invoice is fully paid upon receipt by Buyer, Service Charges of 1.50% per month (18% annually) shall be assessed from the invoice date until Fraza receives full payment for all of Buyer's invoices. Fraza's acceptance of late payments shall not constitute a waiver of any of Fraza's rights under this agreement or otherwise. Any application by Buyer for credit privileges may be accepted or rejected by Fraza, or made subject to such conditions as determined by Fraza/FORKLIFTS in its absolute discretion. If Fraza elects to extend credit to Buyer, then all extensions of credit shall be subject to Fraza retaining a purchase money security interest in the products sold on credit until full payment is received by Fraza. Buyer agrees to deliver to Fraza any security agreement(s) or other documents required by Fraza to effectuate Fraza's purchase-money security and/or other rights reserved to Fraza in any agreement with Buyer.

4. EXCLUSIVE WARRANTY. Except for warranty of title and except as expressly provided in this paragraph, ALL PRODUCTS ARE "SOLD AS IS", WITHOUT ANY EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES OF ANY KIND OR NATURE. SPECIFICALLY, FRAZA DOES NOT EXTEND TO BUYER ANY WARRANTY OF FITNESS FOR ANY PARTICULAR PURPOSE OR ANY WARRANTY OR MERCHANTABILITY. Notwithstanding the foregoing, Fraza may (in Fraza's absolute discretion upon prompt notice and satisfactory proof of a product defect) either repair, replace or issue a credit for any new product found to have a defect in material and/or workmanship under normal use and adequate maintenance within ninety (90) days after delivery or five hundred (500) hours of normal use by Buyer, whichever shall occur first. Buyer shall pay in advance all transportation costs caused by Fraza's evaluation of any defect claimed to be covered by this agreement. Fraza does not assume any obligation with respect to damage to any product caused, directly or indirectly, by (i) misuse or neglect (whether accidental or otherwise), (ii) any modifications to the product, or (iii) repairs not performed by Fraza. FRAZA SHALL NOT BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL OR OTHER SPECIAL DAMAGES UNDER ANY CIRCUMSTANCES. Fraza does not assume any obligation regarding used products, or regarding non brand accessories (including tires, distributor points, spark plugs and other trade accessories), regardless of whether such trade accessories are covered by any manufacturer's warranty.

5. DELAYS. Delivery deadlines may be extended by Fraza. Fraza shall not be liable for Buyer's loss or damage due to any delay in the manufacture and/or delivery of any product for any reason whatsoever.

6. CHANGES AND CANCELLATION. Buyer may not cancel or reduce any order, revise any specification or extend any schedule, except by specific written agreement with Fraza. If Fraza does not agree in writing to such cancellation, reduction, revision or extension, Buyer shall (i) pay to Fraza all expenses incurred by Fraza as a result of such cancellation, reduction, revision or extension, (ii) indemnify Fraza for all commitments made by Fraza in reliance upon this agreement, and (iii) pay all of Fraza's resulting losses, including lost profits.

7. DEFAULT REMEDIES. Buyer's default under any agreement with Fraza (including, without limitation, any Security Agreement, Open Credit Agreement, Purchase Order or Planned Maintenance Agreement) or any default under any Guaranty shall constitute a default under this agreement and a default under this agreement shall constitute a default under (i) any other agreement between Fraza and Buyer and (ii) any Guaranty. If Buyer shall fail or refuse to accept delivery of any of Fraza's products or otherwise default in the performance of any of the terms, covenants and conditions of this agreement, Fraza may, in addition to its other remedies, retain all of the Buyer's payments toward the products' sale price to apply toward Fraza's damages. If Buyer defaults under this agreement after the delivery to Buyer of any product, the product's full purchase price shall automatically become immediately due and payable, and Fraza may repossess and resell the products, and then obtain any deficiency from Buyer. Each and every right conferred upon or reserved to Fraza in this Paragraph shall be cumulative, and shall be in addition to (and not in lieu of) every other right and remedy available to Open Credit Agreement, customer agreement, or otherwise available to Fraza at law or in equity (including, without limitation, those rights and remedies available under Michigan's version of the Uniform Commercial Code). If Fraza takes any action to collect any amount due from Buyer and/or to enforce its rights under this agreement, any Purchase Order, Security Agreement, Open Credit Agreement, Planned Maintenance Agreement, Guaranty or any of Fraza's rights at law or in equity, Buyer shall pay any and all expenses, reasonable attorney fees and court costs incurred by Fraza, including without limitation, fees and expenses incurred in repossessing, storing and /or reselling any product. The amount of these expenses, reasonable attorney fees and costs shall be added to and be part of any arbitration award against the Buyer.

8. ARBITRATION. All disputes relating to any product or this agreement (including any extensions and/or modifications of this agreement) shall be determined in arbitration in Oakland County, Michigan in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The party prevailing in arbitration shall be entitled to obtain a judgement upon the arbitration award in a court of competent jurisdiction. Buyer consents to the jurisdiction and venue of the Oakland County, Michigan Circuit Court.

9. SURVIVAL. These terms of this agreement shall survive delivery of all products and the parties' entry into any security agreement covering any products. If any provision of this agreement is rendered invalid or unenforceable for any reason, then the invalid and/or unenforceable provision(s) shall be deemed stricken, and the balance of this agreement shall remain in full force and effect.

10. ENTIRE AGREEMENT. This agreement supersedes all prior and contemporaneous agreements between the parties as to any products covered by this agreement. If any document issued by Buyer contains (a) any provision which is supplemental to or additional to and/or (b) any provision that is different from or in conflict with any provision of this agreement, then such supplemental, additional, different or conflicting provision shall be deemed to be rejected by Fraza and not be part of this agreement, as it is the intent of the parties that this agreement shall constitute the entire understanding between the parties with respect to all matters contemplated by this agreement. This agreement may not be modified, except by a signed writing executed by authorized representatives of Fraza and Buyer. No waiver, amendment, release, or modification of this agreement shall be established by conduct, custom or course of dealing.

11. APPLICABLE LAW. This agreement shall be governed by and interpreted according to the laws of the State of Michigan.